

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

VERNON HANDY, as administrator of the	)	
estate of GENEVA H. HANDY,	)	
	)	
Plaintiff,	)	02 C 1401
	)	
v.	)	Judge Andersen
	)	Magistrate Judge Nolan
ANCHOR MORTGAGE CORPORATION,	)	
and COUNTRYWIDE HOME LOANS, INC.,	)	
	)	
Defendants.	)	

**PLAINTIFF’S MOTION FOR ENTRY OF JUDGMENT**

Plaintiff Vernon Handy, as administrator of the estate of Geneva H. Handy, respectfully moves this Court for entry of a judgment of \$32,890.17, plus attorney’s fees (to be petitioned for).

In support of this motion, plaintiff states as follows:

1. On September 29, 2006, the Seventh Circuit Court of Appeals unanimously reversed the amended judgment entered by this Court on October 28, 2004 in favor of defendants Anchor Mortgage Corporation (“Anchor”) and Countrywide Home Loans (“Countrywide”). *Handy v. Anchor Mortgage Corp.*, 464 F.3d 760 (7<sup>th</sup> Cir. 2006). The Seventh Circuit held that Anchor had failed to give Ms. Handy “clear and conspicuous” disclosure of her right to cancel her mortgage refinancing transaction in violation of § 1635 of the Truth In Lending Act, 15 U.S.C. § 1601 *et seq.* (TILA) and § 226.23 of Regulation Z, 12 C.F.R. § 226.23 (“Reg. Z”).
2. In remanding the case, the Seventh Circuit held that defendants must refund to plaintiff the interest and finance charges paid over the life of the loan, together with

statutory damages and attorney's fees. *Handy*, 464 F.3d at 766. The Seventh Circuit remanded the case, leaving "to the district court on remand the task of determining precisely what remedy is appropriate, within these general outlines." *Id.*

3. Plaintiff computes the amount of the judgment to be \$32,890.17. That amount consists of the following:

\$ 4,023.95 Finance charges paid at the closing

\$24,866.22 Interest paid over the life of the loan

\$ 4,000.00 Statutory Damages

4. On November 26, 2006, plaintiff sent an e-mail to counsel for Anchor and Countrywide stating that the amount of the judgment, not including attorney's fees, should be \$32,890.17. A copy of that e-mail is attached as Exhibit A. To date, counsel for Anchor nor Countrywide have expressed any disagreement that the \$32,890.17 is the correct amount due and owing plaintiff.

5. Plaintiff intends to petition the court for an award of his attorney's fees and costs. Plaintiff expects that that petition will be contested. Plaintiff would like the judgment entered prior to the decision on attorney's fees and costs so that plaintiff does not have to wait any longer for payment.

WHEREFORE, for the foregoing reasons, plaintiff respectfully asks the Court to enter a judgment for \$32,890.17, plus attorney's fees to be petitioned for shortly.

Respectfully submitted,

s/ Francis R. Greene  
Francis R. Greene

Daniel A. Edelman  
Cathleen M. Combs  
James O. Lattuner  
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**CERTIFICATE OF SERVICE**

I, Francis R. Greene, hereby certify that on December 18, 2006, a copy of

**PLAINTIFF'S MOTION FOR ENTRY OF JUDGMENT** was filed electronically and notice was electronically sent to the following party:

Howard L. Teplinsky  
[hteplinsky@otrlaw.com](mailto:hteplinsky@otrlaw.com)

I, Francis R. Greene, hereby certify that on December 18, 2006, a copy of **PLAINTIFF'S MOTION FOR ENTRY OF JUDGMENT** was sent via facsimile and US Mail to the following party:

Bert J. Zaczek  
**Law Office of Bert Zaczek**  
415 N. LaSalle St., Suite 300  
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s/Francis R. Greene  
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